

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
Case No. 1:23-cv-23529-RAR**

BISCAYNE BAY WATERKEEPER, INC.,
d/b/a Miami Waterkeeper,

Plaintiff,

v.

K.L. BRITO CORPORATION,

Defendant.

JOINT FINAL STIPULATION OF DISMISSAL

Plaintiff, Biscayne Bay Waterkeeper, Inc. (“Miami Waterkeeper”), and Defendant, K.L. Brito Corporation, pursuant to the Court’s November 15, 2024 Order Granting Joint Motion to Stay, Extending Administrative Closure, and Requiring Stipulation of Dismissal jointly file this final stipulation of dismissal and request that the Court issue an order to retain jurisdiction over the parties to resolve any disputes pursuant to the Settlement Agreement. In support, the parties stipulate as follows:

1. The parties have entered into a settlement agreement that achieves a full and final settlement agreement of all of Plaintiff’s claims against Defendant as set forth in Plaintiffs’ Complaint filed in this matter on September 14, 2023. (ECF No. 1.)

2. On November 19, 2024, the parties filed a Notice of Settlement (ECF No. 35), notifying the Court that the parties had reached a full settlement to resolve all outstanding issues in this action (“Settlement Agreement”). A fully executed copy of the Settlement Agreement is attached hereto as Exhibit 1 and is incorporated by reference herein. On November 20, 2024, Plaintiff served copies of the Settlement Agreement on the U.S. Environmental Protection Agency

and the U.S. Department of Justice (the “Federal Agencies”) via certified mail, return receipt requested, for a 45-day review period consistent with 40 C.F.R. Section 135.5.

3. On January 3, 2025, the Federal Agencies notified the Parties they had no objection to the Settlement Agreement. A true and correct copy of the Federal Agencies’ communication is attached hereto as Exhibit 2.

4. Paragraph 6 of the Settlement Agreement specifies that subsequent to the Federal Agencies’ review of the Settlement Agreement, the Parties will stipulate and request an order from this Court (1) dismissing Plaintiffs’ claims as to Defendant, as set forth in the Complaint, pursuant to Federal Rule of Civil Procedure 41(a)(2), and (2) retaining jurisdiction over the Settlement Agreement for purposes of dispute resolution.

5. Paragraph 17 of the Settlement Agreement sets forth the dispute resolution procedures.

6. Paragraph 3 of the Settlement Agreement sets forth the termination date.

7. WHEREFORE, pursuant to *Anago Franchising, Inc. v. Shaz*, LLC, 677 F. 3d 1272 (11th Cir. 2012), the parties request that the Court issue an Order approving this Final Stipulation of Dismissal and retaining jurisdiction over the Parties with respect to disputes arising under the terms of the attached Settlement Agreement pursuant to Paragraphs 3, 6, and 17 of the Settlement Agreement.

Dated: January 13, 2025

Respectfully Submitted,

/s/ S. Ansley Samson

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Attorneys for Defendant K.L. Brito Corporation

CERTIFICATE OF SERVICE

I hereby certify that on January 13, 2025, I electronically filed the foregoing Stipulation with the Clerk of Court by using the Court's CM/ECF system thereby serving all registered users in this case.

/s/ S. Ansley Samson

S. Ansley Samson
Fla. Bar No. 86398